ANEX I UGOVORA O IZVODJENJU RADOVA OD 13.02.2023.
a u vezi člana 6.1 rokovi gradnje
ANNEX I CONTRACT ON PERFORMANCE OF WORKS

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD

AND

DOO DRINA-COOP ZA GRADJEVINARSTVO I TRGOVINU VETERNIK

2023.3

THIS ANNEX is made between:

Party A:

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD duly incorporated pursuant to the law of the Republic of Serbia, having its registered office and principal place of business at Batajnicki drum, 3 deo 6a, 11080 Zemun, Serbia, registration no: 29507031 ,TIN No.: 109874997, represented by Mr. Chen Zhongzheng, Legal representative of the branch office (hereinafter also referred to as: "Party A")

And

Party B:

DOO DRINA-COOP ZA GRADJEVINARSTVO I TRGOVINU VETERNIK, duly incorporated pursuant to the law of Republic of Serbia for the company,having its registered office and principal place of business at Veternik-Novi Sad, Novosadski put 99, Serbia,registration no: 08345155, PIB no: 101660092, represented by Vladan Radojičić, Director (hereinafter also referred to as: "Party B")

Whereas:

Joint Venture CRIC-CCCC on July 7, 2018, together with the Ministry of Transportation,

OVAJ ANEKS se ugovara između:

Strana A:

CHINA CIVIL ENGINEERING CONSTRUCTION CORPORATION BALKAN OGRANAK BEOGRAD osnovano u skladu sa zakonom Republike Srbije, sa sedištem u Batajničkom drumu, 3 deo 6a, 11080 Zemun, Srbija, matični broj: 29507031 , PIB : 109874997, koju zastupa gospodin Chen Zhongzheng, pravni zastupnik filijale (u daljem tekstu: „Strana A")

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Strana B:

DOO DRINA-COOP ZA GRADJEVINARSTVO I TRGOVINU VETERNIK osnovano u skladu sa zakonom Republike Srbije sa sedištem u Veterniku-Novi Sad, Novosadski put 99, Srbija, matični broj: 08345155, PIB broj:101660092

, koga zastupa Vladan Radojičić, direktor (u daljem tekstu: „Strana B")

S obzirom da:

CRIC-CCCC je 7. jula 2018. godine zajedno sa Ministarstvom saobraćaja, građevinarstva i

Construction and Infrastructure of the Republic of Serbia and Infrastructure of Serbian Railways Ltd. signed the"Commercial Contract for the Execution of Works on the Modernization and Reconstruction of the Hungarian-Serbian Railway on the territory of the Republic of Serbia, section Novi Sad - Subotica - State Border (Kelebija) "(hereinafter referred to as Commercial Contract) ;

infrastrukture Republike Srbije i Infrastrukturom Železnica Srbije doo potpisalo „Komercijalni ugovor za izvođenje radova na modernizaciji i rekonstrukciji Mađarsko-srpske železnice na teritoriji Republike Srbije, deonica Novi Sad – Subotica – Državna granica (Kelebija)" (u daljem tekstu Komercijalni ugovor);

Party A is authorized to undertake all the execution of works on Civil and Track Engineering on the Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, section Novi Sad - Subotica - State Border (Kelebija);

Ovlašćena je strana A da na teritoriji Republike Srbije, deonica Novi Sad – Subotica – Državna granica (Kelebija), preuzme sve radove na niskogradnji i prugama na Projektu modernizacije i rekonstrukcije mađarsko-srpske železnice);

Party A, with a desire to engage Party B to carry out the works related to Kisač, Zmajevo, Stepanovićevo, TPS Novi Sad and Main Railway Station, based on this Agreement, on a subcontract basis (hereinafter referred to as the "Subcontract Works"), while Party B is willing to undertake all the execution of the Subcontract Works.

Strana A, sa željom da angažuje stranu B za izvođenje radova objektima Kisač,Zmajevo,Stepanovićevo,TPS Novi Sad I Glavna železnička stanica, na osnovu Ovog Ugovora (u daljem tekstu „Podizvođački radovi"), dok je Strana B spremna da preuzme svo izvršenje Podizvođačkih radova.

Party B submitted to Party A an Offer for the performance of works dated December 22, 2022 (hereinafter referred to as the "Offer")

Strana B je dostavila Strani A Ponudu za izvođenje radova od 22.12.2022.godine (u daljem tekstu „Ponuda")

Party A and Party B enter into Agreement for Novi Sad Station Railway Renovation Project Works (hereinafter referred to as the "Subcontract") in Novi Sad after friendly

Strana A i Strana B sklapaju Ugovor za radove na objektima Kisač,Zmajevo,Stepanovićevo,TPS Novi Sad I Glavna železnička stanica, Kisač,Zmajevo,Stepanovićevo,TPS Novi Sad I

consultation. The terms and conditions are set forth as follows for both parties to comply with.

6.1 The construction period of Party B shall be determined according to the dynamic construction plan of Party A. Party B promises that the subcontracted project will be completed with the following schedule:

Building Kisač: deadline for completion of works 20.10.2023.

Building Zmajevo: deadline for completion of works 20.10.2023.

Underpass Kisač 2:

- Printed concrete: 32 working days after completion of works on repairing, if weather conditions allow
- Construction of canopy: 35 working days from the day of securing conditions for building up a foundation.

Deadline for completion of works: 31.12.2023.

Underpass Zmajevo:

- Printed concrete: deadline for completion of works 10.12.2023.
- Construction of canopy: 35 working days from the day of securing conditions for building up a foundation.

Deadline for completion of works: 31.12.2023.

Underpass Stepanovićevo:

- Printed concrete: deadline for completion of

Glavna železnička stanica, (u daljem tekstu „Ugovor") u Novom Sadu nakon prijateljskih konsultacija. Uslovi su navedeni kako sledi kako bi ih obe strane trebale poštovati.

6.1 Period izgradnje Strane B biće određen prema dinamičkom planu izgradnje Strane A. Strana B obećava da će podugovoreni projekat biti završen sledećom dinamikom:

Zgrada Kisač: rok za završetak svih radova 20.10.2023. Godine

Zgrada Zmajevo: rok za završetak radova 20.10.2023. Godine.

Podhodnih Kisač 2:

- Štampani beton: 32 radna dana nakon završetka radova na sanaciji, ukoliko vremenski uslovi dozvole
- Konstrukcija nadstrešnice: 35 radnih dana od obezbedjivanje uslova za izradu temelja.

Rok za završetak radova: 31.12.2023. Godine.

Podhodnik Zmajevo:

- Štampani beton: rok za izvršenje radova 10.12.2023. godine
- Konstrukcija nadstrešnice: 35 radnih dana od obezbedjivanje uslova za izradu temelja.

Rok za završetak radova: 31.12.2023. Godine

Podhodnik Stepanovićevo:

- Štampani beton: rok za izvršenje radova

works 31.11.2023.

- Construction of canopy: 35 working days from the day of securing conditions for building up a foundation.

Deadline for completion of works: 31.12.2023.

MAIN PLATEAU NOVI SAD:

- Behaton boards approx. 1200m^2 provided, for exterior decoration. The deadline for the completion of works: 35 days from the start of the works
- Hewn sandstone depending on the supplier of the material, and since the number of panels, that need to be replaced, is unknown (up to 20% is planned, but in the meantime, many more panels have been destroyed due to the works being carried out) Attachment-pictures.
- Positions 3.2.1 and 3.2.2 should be contracted (Article 7.1 of the Contract) when the condition of the location is inspected.

Deadline for completion of works is dependent on material delivery from supplier.

- It is necessary to contract the positions of asphalt and concrete pounding, earth excavation, filling and compaction of the substrate - stone granulate 0-31, which are not included in the tender. Deadline for completion of works: 90 working days, if the

31.11.2023. godine

- Konstrukcija nadstrešnice: 35 radnih dana od obezbedjivanje uslova za izradu temelja.

Rok za završetak radova: 31.12.2023. Godine

GLAVNI PLATO NOVI SAD:

- Obezbeđene behaton ploče cca 1200m2 za spoljnje uređenje. Rok za izvodjenje radova 35 dana od početka radova
- Klesani peščar u zavisnosti od isporučioca materijala, a s obzirom da se ne zna količina ploča koja se treba zameniti (predviđeno je do 20% ali je u međuvremenu zbog radova koji se izvode uništeno mnogo više ploča)Prilog-slike.

- Pozicije 3.2.1 i 3.2.2 treba da ugovorimo(Član 7.1 Ugovora) kada se bude videlo stanje lokacije

Rok zavisi od isporuke materijala od dobavljača .

- Potrebno je ugovoriti pozicije lupanja asfalta I betona ,iskop zemlje i nasipanje I nabijanje podloge-kameni granulat 0-31 koje nisu obuhvaćene tenderom. Završetak 90 radnih dana,ukoliko dobavljači kamena peščara i mermera budu u mogućnosti da dostave potrebne materi

suppliers of sandstone and marble are able to deliver the necessary materials.

PROPOSAL: Deadline 31.12.2023 with an extension, until another deadline depending on the completion of the works being performed.

PREDLOG: Rok 31.12.2023 sa produženjem, do nekog drugog roka u zavisnosti od završetka radova koji se izvode.

Based on the above stated

Party A did not fully fulfil its obligations to party B and did not perform the works, that is, party B is late in completing the works through no fault of its own, and an extension of the works is requested based on the dynamic plan for the objects.

Likewise, Party A does not have the right to collect according to Article 6.1 paragraph 4.

The subcontractor of Party B will draw up a new ANEX contract with Party A for additional works caused by the delay before the completion of the situation.

Likewise, the extension of the deadline for the works includes the retention of 5% of the amount for one year, which means that from that deadline on July 30, 2023. extend to a new date and party B is entitled to the same compensation.

The appendix are an integral part of the Contract and has the same legal effect as the Contract.

This Subcontract has been drafted in bilingual

Na osnovu predhodnao navedenog

Strana A nije ispunila u potpunosti svoje obaveze prema orema strani B i nije izvršila radove odnosno strana B je u docnji završetka radova ne svojom krivicom, te se traži produžetak radova na osnovu dinamičkog plana po objektoma.

Isto tako Strana A nema pravo naplate po članu 6.1 stav 4.

Podizvođač strana B će sa Stranom A sačiniti novi ANEX ugovora za dodatne radove nastalu štetu zbog kašnjanja pre izrade okončane situacije.

Isto tako produženje roka radova porazumeva u zadržavanje 5% iznosa na godinu dana što znači da će sa taj roka sa 30.07.2023. produžiti do novog datum a strana B ima pravo na istu naknadu.

Prilozi su sastavni deo Ugovora i ima isto pravno

Mr. Chen Zhongzheng

Mr.Vladan Radojičić, Director

form, in English and Serbian, in case of a discrepancy, the English shall prevail.

This Subcontract has been executed in four counterparts, two for either party.

dejstvo kao i Ugovor.

Ovaj ugovor se sastoji od dva jezika, engleskog i srpskog, a u slučaju neslaganja, engleski će imati prednost.

Ovaj ugovor je sačinjen u četiri primerka, od kojih dva drži strana A i dva drži Stra